

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------|---|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Elmhurst Dairy, Inc. | | 04/14/2010 | CORPORATION: NEW YORK |
| Worcester Creameries Corp | | 04/14/2010 | CORPORATION: NEW YORK |
| Dora's Naturals, Inc. | | 04/14/2010 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Manufacturers and Traders Trust Company, as Agent | | |
| Street Address: | One M&T Plaza | | |
| City: | Buffalo | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 14203 | | |
| Entity Type: | Agent: UNITED STATES | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3717743 | ELMHURST DAIRY | |
| Registration Number: | 2968107 | ELMHURST DAIRY FAT FREE PLUS | |
| Registration Number: | 2841549 | FAT FREE PLUS | |
| Registration Number: | 3276919 | SHIELDNY | |
| Registration Number: | 3592401 | NYC | |
| Registration Number: | 3525274 | ELMOO | |
| Registration Number: | 3219281 | COOL COW! | |
| Registration Number: | 3297903 | ULTRAPURE | |
| Registration Number: | 3391610 | MOUNTAINSIDE FARMS | |
| Registration Number: | 3043429 | ZEN SOY | |
| Registration Number: | 3551016 | EVOLVE | |
| Registration Number: | 3295422 | SOY ON THE GO | |
| | | | |

CH \$365.00 3717743

900159958

TRADEMARK
 REEL: 004188 FRAME: 0288

| | | |
|----------------------|----------|--|
| Registration Number: | 3569172 | |
| Serial Number: | 79905851 | |

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 351754 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 04/19/2010 |

Total Attachments: 12
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks and Patents)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks and Patents) (this "Agreement") made as of this 14th day of April, 2010 by Elmhurst Dairy, Inc., a New York corporation, Worcester Creameries Corp., a New York corporation, and Dora's Naturals, Inc., a New York corporation (collectively, the "Grantors" and each individually referred to as a "Grantor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, in its capacity as agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, Grantors, as borrowers (collectively, the "Borrowers"), EHC Holdings Corp. ("EHC"), D.C. Realty Group, Inc. ("D.C."), Styler Realty LLC ("Styler"), and Honeywell Properties, Inc., as guarantors ("Honeywell"), and collectively with EHC, D.C., Styler, and the Borrowers, the "Loan Parties"), Lenders and Agent are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Loan Parties have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Loan Parties including all right, title and interest of Loan Parties in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Loan Parties' trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code as now or hereafter in effect in the State of New York, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks and Patents (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks and Patents) with or without judicial process upon the occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto and each patent listed on Schedule II (such trademarks and patents referred to as the "Trademarks" and "Patents" respectively), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement, each Grantor hereby covenants and agrees that Agent, as the holder of a security interest for the benefit of Lenders under the Uniform Commercial Code as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks and/or Patents covered hereby. Each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks and/or Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and/or Patents to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or Patents to anyone else including, without limitation, the power to execute a trademark/patent assignment in the form attached hereto as Exhibit 1. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Borrowers' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

4. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or any Lender.

5. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST LOAN PARTIES WITH RESPECT TO ANY OF THE OBLIGATIONS, THIS AGREEMENT, THE OTHER DOCUMENTS OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO ACCEPTS FOR ITSELF AND, AS THE CASE MAY BE, IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO HEREBY WAIVES

PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR BY NATIONALLY RECOGNIZED OVERNIGHT COURIER DIRECTED TO SUCH PARTIES AT THEIR ADDRESSES SET FORTH IN THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED THREE (3) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILED OF THE UNITED STATES OF AMERICA. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST LOAN PARTIES IN THE COURTS OF ANY OTHER JURISDICTION. EACH PARTY HERETO WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. EACH PARTY HERETO WAIVES THE RIGHT TO REMOVE ANY JUDICIAL PROCEEDING BROUGHT AGAINST SUCH LOAN PARTY IN ANY STATE COURT TO ANY FEDERAL COURT. ANY JUDICIAL PROCEEDING BY LOAN PARTIES AGAINST AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

ELMHURST DAIRY, INC.

By: 

Name: Martha McBride

Title: Assoc Group CFO

WORCESTER CREAMERIES CORP.

By: 

Name: Martha McBride

Title: Assoc Group CFO

DORA'S NATURALS, INC.

By: 

Name: Martha McBride

Title: Assoc Group CFO

Agreed and Accepted:

MANUFACTURERS AND TRADERS
TRUST COMPANY,
as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS AND PATENTS)]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above

ELMHURST DAIRY, INC.

By: _____
Name: _____
Title: _____

WORCESTER CREAMERIES CORP.

By: _____
Name: _____
Title: _____

DORA'S NATURALS, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted:

MANUFACTURERS AND TRADERS
TRUST COMPANY,
as Agent

By: 
Name: Gerald O'Loughlin
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS AND PATENTS)]

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COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF Queens :

On this 9th of April, 2010, before me personally appeared Marsha McInath, to me known and being duly sworn, deposes and says that she is authorized to sign on behalf Elmhurst Dairy, Inc., Worcester Creameries Corp., and Dora's Naturals, Inc., that she signed the within Agreement pursuant to the authority vested in her by law; that the within Agreement is the voluntary act of such company; and she desires the same to be recorded as such.

Cassandra Troesch Brannick

Notary Public

My Commission Expires:

CASSANDRA TROESCH-BRANNICK
Notary Public, State of New York
No. 01TR6176326
Qualified in Nassau County
Commission Expires Oct. 29, 2011

[NOTARY ACKNOWLEDGMENT - INTELLECTUAL PROPERTY SECURITY
AGREEMENT (TRADEMARKS AND PATENTS)]

SCHEDULE I

TRADEMARK REGISTRATIONS

| <u>Owner</u> | <u>Serial #</u> | <u>Mark</u> | <u>Filing Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|--------------------------------------|----------------------|------------------------------|--------------------|-----------------------|--------------------------|
| TRADEMARKS | | | | | |
| Elmhurst Dairy, Inc. | 77635934 | Elmhurst Dairy | December 18, 2008 | 3717743 | December 1, 2009 |
| Elmhurst Dairy, Inc. | 78158546 | Elmhurst Dairy Fat Free Plus | August 28, 2002 | 2968107 | July 12, 2005 |
| Elmhurst Dairy, Inc. | 78116796 | Fat Free Plus | March 22, 2002 | 2841549 | May 11, 2004 |
| Elmhurst Dairy, Inc. | 78645954 | ShieldNY | June 5, 2005 | 3276919 | August 7, 2007 |
| Elmhurst Dairy, Inc. | 77323763 | NYC (Character Mark - cow) | November 7, 2007 | 3592401 | March 19, 2009 |
| Elmhurst Dairy, Inc. | 77250205 | ELMOO | August 8, 2007 | 3525274 | October 8, 2008 |
| Elmhurst Dairy, Inc. | 76650202 | Cool Cow! (and design) | November 14, 2005 | 3219281 | March 20, 2007 |
| Worcester Creameries Corp. | 78910878 | Ultrasure | June 19, 2006 | 3297903 | September 25, 2007 |
| Worcester Creameries Corp. | 79905851 | Filtered Fresh | January 6, 2010 | [not yet assigned] | [not yet assigned] |
| Worcester Creameries Corp. | 77225610 | Mountainside | July 10, 2007 | 3391610 | March 4, 2008 |
| Dora's Naturals, Inc. | 76576073 | Zen Soy | February 11, 2004 | 3043429 | January 17, 2006 |
| Dora's Naturals, Inc. | 77222599 | Evolve | July 5, 2007 | 3551016 | December 23, 2008 |
| Dora's Naturals, Inc. | 78789043 | Soy on the Go | January 11, 2006 | 3295422 | September 18, 2007 |
| Dora's Naturals, Inc. | 77367223 | Panda Graphic | January 9, 2008 | 3569172 | February 3, 2009 |
| Elmhurst Dairy, Inc. (Canadian Mark) | Application #1379950 | ELMOO | | | |

| <u>Owner</u> | <u>Serial #</u> | <u>Mark</u> | <u>Filing Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|--|-----------------|-------------|--------------------|-----------------------|--------------------------|
| TRADEMARKS Elmhurst Dairy, Inc. (Mexican Mark) | 1053609 | ELMOO | | | |

SCHEDULE II

PATENT REGISTRATIONS

| <u>Owner</u> | <u>Serial #.</u> | <u>Patent Title</u> | <u>Issue Date</u> | <u>Application #.</u> | <u>Filing Date</u> |
|---------------------------------|------------------|---------------------|-------------------|-----------------------|--------------------|
| PATENTS Elmhurst Dairy, Inc. | 937240 | Cow Bottle | May 14, 2009 | 20090120944 | November 8, 2007 |

EXHIBIT 1

TRADEMARK/PATENT ASSIGNMENT

WHEREAS, [] ("Grantor") is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof ("Trademarks") and (ii) patents listed on Schedule II attached hereto and made a part hereof ("Patents") which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said [Trademarks/Patents];

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks and Patents) dated April __, 2010 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the [Trademarks/Patents] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent Assignment to be executed as of the ____ day of _____.

[]

By: _____
Attorney-in-fact

Witness: